

ANNEX
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION AND
THE BOEING COMPANY
UNDER SPACE ACT UMBRELLA AGREEMENT
NO. SAA-RA-18-28204, DATED 9/13/2018
ANNEX NUMBER 3

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of NASA JSC/WSTF fabricating WSTF designed throat plugs for R40B thrusters that were processed under Annexes 1 and 2. Two sets of throat plugs will be fabricated based on the WSTF design. Minor design modifications to the existing design may be required. Upon completion of fabrication the throat plugs will be shipped to Boeing.

The legal authority for this Annex, consistent with the Umbrella Agreement, is in accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)).

ARTICLE 2. RESPONSIBILITIES

A. NASA WSTF will use reasonable efforts to:

1. Designate a primary point of contact to work with Boeing.
2. Work with Boeing to determine what minor modifications, if any, to the existing throat plug design are required, and obtain Boeing concurrence on fabrication work authorizing documents prior to commencing fabrication of throat plugs.
3. Fabricate two sets of throat plugs.
4. Package and ship the two sets of throat plugs to Boeing.

Boeing will use reasonable efforts to:

1. Designate a point of contact to work directly with NASA WSTF primary point of contact.
2. Provide all requirements and necessary documentation relating to requested activities associated with this annex in a timeframe that supports the schedule agreed upon between the parties.

ARTICLE 3. SCHEDULE AND MILESTONES

The planned major milestones for the activities for this Annex defined in the "Responsibilities" Article are as follows:

WSTF issues Task Order for performance of efforts defined in this annex.	3-5 weeks after receipt of funding
Define minor modifications to existing design, if any.	Approx. 2 weeks after issuing of Task Order
Issue fabrication work authorizing document and obtain Boeing concurrence.	Approx. 4 weeks after issuing of Task Order
Fabricate two sets of throat plugs	Approx. 6-8 weeks after issuing of work authorizing document. NOTE: Assumes 4 week delivery time for raw material.
Package and ship throat plugs to Boeing.	Approx. 4 weeks after completion of fabrication.

ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$93,299.35 for NASA to carry out its responsibilities under this Annex.

Each payment shall be marked with Johnson Space Center, WSTF SAA-RA-18-28204, Annex 3.

B. NASA will not provide services or incur costs beyond the current funding. Although NASA has made a good faith effort to accurately estimate its costs, it is understood that NASA provides no assurance that the proposed effort under this Annex will be accomplished for the estimated amount. Should the effort cost more than the estimate, Partner will be advised by NASA as soon as possible. Partner shall pay all costs incurred and have the option of canceling the remaining effort, or providing additional funding in order to continue the proposed effort under the revised estimate. Should this Annex be terminated, or the effort completed at a cost less than the agreed-to estimated cost, NASA shall account for any unspent funds within one year after completion of all effort under this Annex, and promptly thereafter, at Partner's option return any unspent funds to Partner or apply any such unspent funds to other activities under the Umbrella Agreement. Return of unspent funds will be processed via Electronic Funds Transfer (EFT) in accordance with 31 C.F.R. Part 208 and, upon request by NASA, Partner agrees to complete the Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (SF 3881).

ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of two years.

B. Under paragraph H. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement, Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data provided.

1. Background Data:

The Disclosing Party's Background Data, if any, will be identified in a separate technical document.

2. Third Party Proprietary Data:

The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.

3. Controlled Government Data:

The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.

4. The following software and related Data will be provided to Partner under a separate Software Usage Agreement:

None

ARTICLE 6. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or two years from the Effective Date, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 7. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 8. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

Management Points of Contact

NASA White Sands Test Facility

Robert M. Cort
Manager, NASA JSC White Sands Test Facility
Mail Stop: 100:112A
12600 NASA Road
Las Cruces, NM 88012
Phone: 575-524-5771
robert.m.cort@nasa.gov

THE BOEING COMPANY

Jeffrey C. Persh
Contracts Representative
Mail Suite: W-S50-X403
2060 East Imperial Highway
El Segundo, CA 90245-3507
Phone: 310-416-2308
jeffrey.c.persh@boeing.com

Technical Points of Contact

NASA White Sands Test Facility

Nicholas L. Buntain
Project Manager, Technical Services Office
Mail Suite: 200:NHB3
12600 NASA Road
Las Cruces, NM 88012
Phone: 575-524-5570
nicholas.l.buntain@nasa.gov

THE BOEING COMPANY

Tim Price
Propulsion Engineer
Mail Suite: W-S25-D603
2060 East Imperial Highway
El Segundo, CA 90245-3507
Phone: 657-237-0436
Timothy.M.Price@boeing.com

ARTICLE 9. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 10. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION
WHITE SANDS TEST FACILITY

THE BOEING COMPANY

BY: _____
Robert Cort
Manager, White Sands Test Facility

BY: _____
Jeffery C. Persh
Contracts Representative

DATE: _____

DATE: _____